



# YOUR QUOTATION

Prepared for: SHY Automotive

Quote date: 01.05.24

Quote ID: 06

Your contact: Charlie Watson

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Mar-Key Marquees Limited t/a Mar-Key Group  
Throop Road, Throop, Bournemouth, BH8 0DF

Registered in England and Wales. Company Reg. No. 02606346 - VAT No. 619801434

# CREATING SPACE FOR YOUR BUSINESS



Client: SHY Automotive  
Date required: TBC

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Hey Lee,

I have the pleasure in presenting you with your quotation.

If you've got a problem with space, we'll solve it for you. Whether that's a temporary warehouse, a new sports hall, a temporary gym or a loading canopy to protect your goods, we'll have you covered in no time so that you can continue business as usual.

Available for short-term and long-term hire or purchase, we'll work with you to find a solution that best suits your needs

Please note that this is a proposed quote based upon the information we have primarily gathered. The quotation below is valid for 30 days and subject to a site survey and availability of equipment at the time of booking.

I will be in contact shortly to discuss this quotation.

Yours sincerely,

Charlie

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## Structure 1

12m x 15m Clearspan Aluminium Structure

5m Leg Height

220mm x 100mm x 4mm in anodised 4 groove aluminium extrusion

Thermo insulated, twin skin insulated roof in Dickson 650 lac material including air pump & fittings

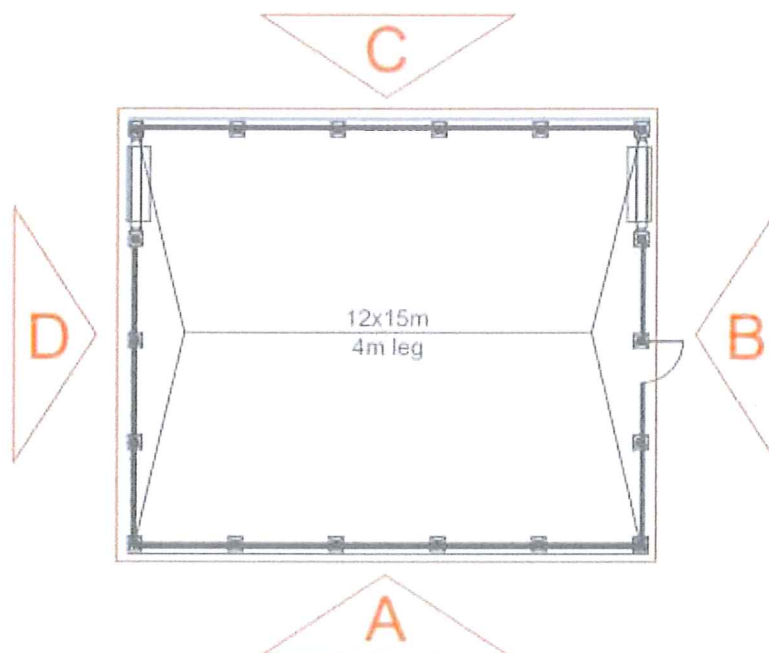
Insulated steel sandwich panel wall cladding in 40mm trapezoidal finish

30m uPVC gutters and downpipes

### Doors

1 off Single Door Steel 995mm (w) x 2020mm (h) Push bar, external handle, lock, labels Inc False legs, flashings

2 off 4m x 4m Electrical Operation Roller Shutter Door



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| Purchase Option                           |            |
|-------------------------------------------|------------|
| Structure Total ( ex VAT )                | £54,012.45 |
| Delivery, Plant & Installation ( ex VAT ) | £13,146.00 |
| Project Total ( ex VAT )                  | £67,158.45 |

| Payment Terms - Ex VAT                                            |                   |
|-------------------------------------------------------------------|-------------------|
| <b>Purchase of Structure</b>                                      |                   |
| 60% Non-Refundable deposit with order                             | £32,407.47        |
| 40% balance due in cleared funds prior to release of goods        | £21,604.98        |
| <b>Operational / Install Costs</b>                                |                   |
| 50% deposit with order                                            | £6,573.00         |
| 50% balance on completion of install (signed MUTA sign off sheet) | £6,573.00         |
| <b>Total to Pay on Confirmation of Booking ( ex VAT )</b>         | <b>£38,980.47</b> |
| <b>Total to Pay Prior to Commencement of Build ( ex VAT )</b>     | <b>£21,604.98</b> |
| <b>Total to Pay on Completion of Build ( ex VAT )</b>             | <b>£6,573.00</b>  |

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This quotation is valid for a period of 30 days and subject to:

- Site survey, including ground fixing, access and levels
- Availability of equipment at time of booking
- Standard terms and conditions
- Build and dismantle during normal working hours
- Liability for all damages and shortages
- Insurance being charged at 6%, limiting this liability to £1,500 for all fixed hire equipment. Note: Should you hold your own private insurance, we will require evidence of your documentation on acceptance of this quote
- All removal of equipment such as furniture and generators being charged at full cost

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## Warehousing & Storage

We understand the challenges that come with being a growing business, so our solutions provide flexibility to grow with you.



## Loading Canopies

If you are looking to improve or increase your business' loading bay capacity, we've got you covered.



## Retail Facilities

If your store needs to undergo refurbishment and you need a temporary alternative, we're experts in delivering more retail space.



## Sports Facilities

When it comes to creating extra sports space, we're not afraid to say that our designs and product are top of the league.

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## Mar-Key Marquees Limited (trading as Mar-Key Group) Standard Terms for the Hire and Supply of Goods and Services

### 1. INTERPRETATION

#### 1.1 Definitions to apply in this agreement:

|                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicable Laws:</b>                                                                                                         | all applicable laws, statutes and regulations from time to time in force.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Booking Confirmation:</b>                                                                                                    | the confirmed order for Equipment hire, Goods and/or Services issued by the Supplier, which sets out full details of the Equipment for hire, Goods and/or the Services to be supplied pursuant to a Contract and the Delivery costs.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Business Day:</b>                                                                                                            | a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Contract:</b>                                                                                                                | the contract constituted by the Booking Confirmation, this agreement and the Framework Agreement (if one has been entered into by the Parties), entered into between the Supplier and the Customer for the supply of the Equipment for hire, the Goods and/or the Services.                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:</b> | as defined in the Data Protection Legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Core Hours:</b>                                                                                                              | between 9am and 5pm Monday to Friday but excluding public or bank holidays.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Currency:</b>                                                                                                                | UK Pounds Sterling or such other currency as set out in the Booking Confirmation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Customer:</b>                                                                                                                | the person, firm or company (details of which are set out in the Booking Confirmation) who directly purchases Equipment for hire, Goods and/or Services from the Supplier, whether for its own benefit, the benefit of a third-party end user or otherwise.                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Data Protection Legislation:</b>                                                                                             | the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)                                                                                                                                                                                                                                                                                                                                     |
| <b>Deliverables:</b>                                                                                                            | any output of the Services to be provided by the Supplier to the Customer as specified in the Booking Confirmation and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services (excluding the Supplier's Equipment).                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Delivery / Delivered:</b>                                                                                                    | means actual delivery of the Goods to the Customer or the Customer's agent or carrier. Delivery of the Goods shall be on an Ex-Works basis. Delivery of the Equipment for hire shall be the transfer of physical possession of the Equipment at the location specified in the Booking Confirmation.                                                                                                                                                                                                                                                                                                                                                              |
| <b>Delivery Point:</b>                                                                                                          | the place, delivery agent or carrier specified in the Booking Confirmation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Ex Works:</b>                                                                                                                | means that the Supplier will have delivered the Goods when it either places the Goods at the disposal of the Customer at the Supplier's premises or loads the Goods on any collecting vehicle, provided that the Supplier shall not be required to clear the Goods for export, where such clearance is applicable.                                                                                                                                                                                                                                                                                                                                               |
| <b>Equipment:</b>                                                                                                               | those items of equipment to be hired as listed in the Booking Confirmation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Framework Agreement:</b>                                                                                                     | the framework agreement (if applicable) entered into as between the Supplier and the Customer to regulate the ongoing commercial relationship as between the Supplier and the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Goods:</b>                                                                                                                   | the goods to be supplied by the Supplier to the Customer as more fully set out in the Booking Confirmation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Hire Period:</b>                                                                                                             | is the period of time during which the Equipment is to be hired by the Customer, being the period specified in the Booking Confirmation as having a commencement date, which shall be the date on which the Equipment is delivered to the Delivery Point, and an end date.                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Intellectual Property Rights:</b>                                                                                            | all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. |
| <b>Party/ies:</b>                                                                                                               | the Customer and the Supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Price:</b>                                                                                                                   | the price to be charged by the Supplier and to be paid by the Customer for the hire of the Equipment, the sale of the Goods and/or the provision of the Services as set out in the Booking Confirmation.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                                        |                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RAMS:</b>                           | the Supplier's risk assessment and methodology statement forming part of the Booking Confirmation.                                                                                                                                                                                                                                                                                        |
| <b>Risk Period:</b>                    | any further term beyond the Hire Period during which the Equipment is in the possession, custody or control of the Customer.                                                                                                                                                                                                                                                              |
| <b>Services:</b>                       | the services to be provided by the Supplier as more fully set out in the Booking Confirmation.                                                                                                                                                                                                                                                                                            |
| <b>Supplier:</b>                       | Mar-Key Marquees Limited (trading as Mar-Key Group), a private limited company registered according to the laws of England and Wales with company registration number 02606346 whose registered office is at Operational Centre, Throop Road, Bournemouth, Dorset, England, BH8 0DF.                                                                                                      |
| <b>Supplier's Equipment:</b>           | any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in the Booking Confirmation but excluding any such items which are the subject of a separate agreement between the Parties under which title passes to the Customer.           |
| <b>UK Data Protection Legislation:</b> | all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended |
| <b>VAT:</b>                            | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.                                                                                                                                                                                                                                                                              |

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Clause headings do not affect the interpretation of this agreement.
- 1.4 A reference to "writing" or "written" includes email but not fax.

## 2. CONTRACTING PROCESS

- 2.1 A Contract shall be subject only to the provisions of this agreement as read with the Booking Confirmation and the Framework Agreement (if applicable) to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document, whether communicated to the Supplier before or after the date on which the Customer executes the Booking Confirmation).
- 2.2 By signing the Booking Confirmation, the Customer shall be taken to have offered to purchase the Goods and/or the Services and/or to hire the Equipment on the terms of this agreement, the Booking Confirmation and the Framework Agreement (if applicable).
- 2.3 If the content of this agreement conflicts with either or both of the Booking Confirmation and/or the Framework Agreement, then the conflicting provision of the Booking Confirmation shall prevail over the provisions of this agreement and the provisions of the Framework Agreement shall prevail over any conflicting provision of this agreement and that of the Booking Confirmation.
- 2.4 The Supplier shall communicate acceptance of the Customer's offer referred to in clause 2.2 above by signing and delivering a copy of the Booking Confirmation to the Customer. Until the Supplier has communicated such acceptance to the Customer no Contract shall be taken to have come into being.
- 2.5 If a Customer accepts Delivery of the Equipment, the Goods and/or the provision of the Services or uses the Equipment or the Goods, then the Customer shall be bound by the provisions of this agreement and the Booking Confirmation.
- 2.6 Where the Supplier has communicated acceptance of the Customer's offer in accordance with clause 2.4 above then, the Customer shall remain bound by the Contract notwithstanding the fact that it may be required, due to the Customer's internal administrative protocols, to issue a purchase order for the purchase of the Goods, the Services and/or for the hire of the Equipment.
- 2.7 Any variation to this agreement and any representations made in respect of the Equipment, the Goods and/or Services shall have no effect unless expressly agreed and written and signed by an authorised representative of each Party.
- 2.8 The Supplier's obligations under the Contract shall be as set out in this agreement, the Booking Confirmation and the Framework Agreement (if applicable) only. The Customer agrees that it has not relied on and that the Supplier shall not be liable for any statement, promise, warranty or representation not set out in the Contract (including but not limited to those made or given by or on behalf of the Supplier, such as specifications, particulars of weight, dimensions, sales proposals, quotations, prices, statements, representations, descriptions or illustrations contained in quotations, sales and marketing material, catalogues, publicity material and the Supplier's website, all of which are only intended to convey only a general idea of the Equipment, the Goods and Services mentioned). Nothing in this clause shall exclude or limit the Supplier's liability for fraudulent misrepresentation.
- 2.9 The Supplier may at its sole and absolute discretion be entitled to amend any quotation or price list relevant to the Equipment, the Goods and/or the Services until a Contract has been concluded with that quotation or price confirmed in the signed Booking Confirmation.
- 2.10 Any typographical, clerical or other error or omission in any Contract shall be subject to correction at the sole discretion of the Supplier without any liability on the part of the Supplier.
- 2.11 No Contract may be cancelled by the Customer without the prior written consent of the Supplier. The Supplier reserves the right to charge the Customer for all losses and expenses incurred as a consequence of any cancelled Contract.

## 3. DELIVERY OF GOODS

- 3.1 The quantity, description, price and component parts (as applicable) of the Goods shall be as set out in the signed Booking Confirmation.

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- 3.2. Delivery shall take place during Core Hours at the Delivery Point.
- 3.3. The Supplier shall ensure that each Delivery of the Goods is accompanied by a delivery note which shows the date of the order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be Delivered.
- 3.4. Unless otherwise agreed in writing between the parties, the Supplier shall Deliver the Goods on an Ex-Works basis on the date on which the Supplier notifies the Customer that the Goods are ready for Delivery.
- 3.5. Any dates quoted for Delivery of the Goods are approximate only, and the time of Delivery is not of the essence.
- 3.6. If the Supplier fails to Deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to Deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate Delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 3.7. If the Customer fails to accept Delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under this agreement in respect of the Goods:
- 3.7.1. Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready for Delivery; and
- 3.7.2. the Supplier shall store the Goods until actual Delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 3.8. If ten Business Days after the Supplier notified the Customer that the Goods were ready for Delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
- 3.9. The Supplier may deliver the Goods by instalments. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4. GOODS – TITLE AND RISK**
- 4.1. The risk in the Goods shall pass to the Customer on completion of Delivery (or part-Delivery).
- 4.2. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cleared funds) for the Goods.
- 4.3. Until title to the Goods has passed to the Customer, the Customer shall:
- 4.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 4.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 4.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of Delivery;
- 4.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in clauses 17.2.2 to clause 17.2.8; and
- 4.3.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 4.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clauses 17.2.2 to clause 17.2.8, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:
- 4.4.1. require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 4.4.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 5. DELIVERY OF THE EQUIPMENT FOR HIRE**
- 5.1. The Equipment and the cost of the Delivery thereof (in the case where there is to be a charge for Delivery to the Delivery Point) shall be as set out in the signed Booking Confirmation. Title and risk in the Equipment for hire shall transfer in accordance with clauses 6.1 to 6.6 (Title, Risk and Insurance) of this agreement.
- 5.2. Delivery of the Equipment shall take place during Core Hours at the Delivery Point.
- 5.3. Any dates specified by the Supplier for Delivery are an estimate only and any attempt to make the time of Delivery of the essence of the Contract by notice to that effect shall be invalid.
- 5.4. If the Customer does not require any installation services in respect of a Delivery of the Equipment, then the Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Supplier, the Customer's duly authorised representative shall sign a MUTA sign-off sheet to confirming such acceptance.
- 5.5. If the Customer does require installation services in respect of a Delivery of the Equipment, then the Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.6. To facilitate Delivery and installation (as the case may be), the Customer shall at its sole expense provide all requisite facilities, access and suitable working conditions to enable Delivery and installation (as the case may be) to be carried out safely and expeditiously. The

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Supplier shall accept no liability for any loss or damage caused to any obstructing items to, in or on the Site which are not removed by the Customer. If the Customer refuses to accept or fails to ensure adequate access to the Site for Delivery of the Equipment at the times notified by the Supplier for Delivery, the Customer will, in addition to the price for the Equipment hire, be liable for all additional costs (for example the Supplier's restocking, storage and redelivery charges) incurred as a result of the refusal or failure.

- 5.7 Unless notified in writing to the contrary before the date of the Contract, the Supplier shall be entitled to assume that:
- 5.7.2 the Site is served by a firm access road with adequate hard standing and is firm, level, free from flooding, trees and overhead obstruction. Level in this instance is defined as being free from undulations greater than 300mm;
  - 5.7.3 without buried pipes or concealed services which might suffer damage as a result of the transport erection use and dismantling of the Equipment. In the event that such services are present the Company shall not be responsible for any damage to those underground services where the location of the underground services is not clearly signed.
- 5.8 In the event of the failure to notify the Company of any of the foregoing circumstances before the date of the Contract, the Company shall at its discretion be entitled to re-determine the price for the Equipment hire or impose additional charges to cover any reasonably anticipated additional costs or expenses or treat the Contract as cancelled.
- 5.9 Prior to the commencement of the Hire Period, the Customer shall notify the Supplier of the precise position on the Site for the erection of the Equipment. In the absence of such notification or in the event of a direction being given by any person having apparent authority in respect of the Site (other than the Customer) the Supplier shall be at liberty without being liable to the Customer to erect the Equipment in such position as the Supplier thinks fit or as directed.
- 5.10 The Supplier reserves the right to deliver the Equipment by several separate Deliveries and any failure or delay in Delivering any part of this will not entitle the Customer to treat the Contract as cancelled.
- 5.11 The Supplier reserves the right at any time to make changes to the specification of any Equipment which is necessary to comply with any applicable safety or other legal requirements or guidelines, or which do not materially affect the nature or quality of the Equipment.
- 5.12 Prices for tables, chairs and other ancillary items are Delivery only and do not include placement (and will not be arranged by the Supplier's staff who erect the Equipment). Prices for heaters and generators exclude fuel. Should the supply of waste heating fuel require the pumping of said fuel from its container then the Customer must provide for the Site an Environmental Agency number.
- 5.13 The Customer hires the Equipment on the strict understanding that the Equipment is provided as a temporary structure and is not designed as a permanent structure.

## **6. EQUIPMENT HIRE – TITLE, RISK & INSURANCE**

- 6.1 The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these terms and conditions).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery (including part-Delivery). The Equipment shall remain at the sole risk of the Customer during the Hire Period and the Risk Period until such time as the Equipment is redelivered to the Supplier. During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 6.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
  - 6.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
  - 6.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer.
- 6.3 All insurance policies procured by the Customer shall upon the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies. The policies must provide that cover cannot be reduced or terminated during the Hire Period without the prior consent of the Supplier.
- 6.4 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 6.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, the Supplier shall be entitled but not obligated to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 6.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.
- 6.7 The Customer agrees to hold the Supplier fully indemnified against all losses, costs, charges, damages and expenses incurred by the Supplier as a result of or in connection with any inadequacy of, defect in, non-payment of premiums for, refusal of cover or of claims under, or failure throughout the Hire Period and/or Risk Period to maintain the insurance.
- 6.8 The Customer shall be responsible for procuring its own public liability insurance to cover its use of the Equipment as from Delivery and customer agrees to hold the Supplier fully indemnified against all losses, costs, charges, damages and expenses incurred by the Supplier as a result of the Customer's breach of this clause 6.8.

## **7. EQUIPMENT HIRE - CUSTOMER'S RESPONSIBILITIES**

- 7.1 The Customer shall during the Hire Period and Risk Period:

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- 7.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
- 7.1.2 in particular ensure that all Equipment is adequately heated when necessary so as to protect the same from frost, ice or snow damage and will not allow the collection or building up of snow on the Equipment. Where any structure erected by the Supplier is susceptible to damage in windy conditions the Customer will take all reasonable steps to ensure that all openings are firmly closed when not in use and are open only for the purposes of access and egress from the structure and in particular the Customer shall adhere strictly to the weather management plan found in the RAMS;
- 7.1.3 acknowledge and accept that the Equipment is designed as 'weather resistant' and is not in any way 'waterproof' in terms of water ingress, however caused, and the Supplier is not liable in any way for the damage to fixtures, fittings or goods and property internally stored caused by such ingress;
- 7.1.4 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 7.1.5 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was at the commencement of the Hire Period (fair wear and tear only excepted) including worn, damaged and lost parts supplied by the Supplier, and shall make good any damage to the Equipment;
- 7.1.6 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier. Title and property in all substitutions, replacements, renewals made in or to the Equipment by the Supplier shall vest in the Supplier immediately upon installation;
- 7.1.7 keep the Supplier fully informed of all material matters relating to the Equipment;
- 7.1.8 keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent;
- 7.1.9 permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- 7.1.10 maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require;
- 7.1.11 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 7.1.12 not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;
- 7.1.13 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier to enter onto such land or building to remove the Equipment;
- 7.1.14 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 7.1.15 not use the Equipment for any unlawful purpose;
- 7.1.16 ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- 7.1.17 deliver up the Equipment at the end of the Hire Period or on earlier termination of this agreement at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- 7.1.18 not do or permit to be done anything which could invalidate the insurances referred to in clauses 6.1 to 6.6 (Title, Risk and Insurance).
- 7.2. The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.

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## 8. THE SERVICES

- 8.1 The Supplier shall use reasonable endeavours to provide the Services in all material respects in accordance with the Booking Confirmation.
- 8.2 Any dates for the provision of the Services shall be estimates only and the time for the provision of the Services shall not be of the essence.
- 8.3 The Supplier reserves the right to engage any approved sub-contractor to fulfil the Services on the Supplier's behalf. The Supplier shall have the sole discretion to approve a sub-contractor.
- 8.4 Unless otherwise agreed in writing the Services shall be performed at the Delivery Point.
- 8.5 The Supplier reserves the right on notice to the Customer to amend the signed Booking Confirmation, if necessary, to comply with any Applicable Law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 8.6 The Customer shall:
  - 8.6.1 ensure that the terms of the signed Booking Confirmation are complete and accurate;
  - 8.6.2 co-operate with the Supplier in all matters relating to the Services;
  - 8.6.3 appoint a manager in respect of the Services to be performed, such person as identified in the signed Booking Confirmation. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Services;
  - 8.6.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 8.6.5 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
  - 8.6.6 prepare the Customer's premises for the supply of the Services;
  - 8.6.7 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
  - 8.6.8 keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 8.7 If the Supplier's performance of any of its obligations under this agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default") then without limiting or affecting any other right or remedy available to it:
  - 8.7.1 the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
  - 8.7.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.7; and
  - 8.7.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 9. CHANGE CONTROL

- 9.1 If the Customer wishes to change the scope or execution of the Equipment, the Services and/or the Goods, it shall submit details of the requested change to the Supplier who shall, within a reasonable time, provide a written estimate to the Customer of:
  - 9.1.1 the likely time required to implement the change;
  - 9.1.2 any necessary variations to the Supplier's charges arising from the change; and
  - 9.1.3 any other impact of the change on the Contract.
- 9.2 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the Parties have agreed the necessary variations to its charges, the Equipment, the Services, the Goods and any other relevant terms of the Contract to take account of the change and this agreement has been varied in accordance with clause 2.7.
- 9.3 Notwithstanding clause 9.2, the Supplier may on notice to the Customer cancel the Contract or change the Equipment, the Services or the Goods or increase its charges for the Equipment, the Services or the Goods in order to comply with any applicable safety or statutory requirements.

## 10. PRICE & PAYMENT

- 10.1 Upon receipt of the copy of the Booking Confirmation signed by the Supplier under clause 2.4, the Customer shall, on receipt of the Supplier's invoice, pay to the Supplier a non-refundable deposit of 50% of the Price for the Equipment hire, the Goods and/or the Services (as applicable) as set out in the signed Order Form. The Parties acknowledge and agree that the payment of and the non-refundable nature of the 50% non-refundable deposit represents an accurate reflection of (i) the time spent by the Supplier in negotiating and agreeing the terms of the Contract and the planning for the provision of the Services, the Equipment hire and / or the Goods; (ii) the preparatory work, time and costs to be incurred by the Supplier in preparing for the provision of the Services, the Equipment hire and / or the Goods and (iii) loss of other commercial opportunities to the Supplier in agreeing to provide the Services, the Equipment hire and / or the Goods on the relevant dates set out in the Contract. Booking Confirmation.
- 10.2 The Customer shall, unless otherwise agreed as between the Parties in the signed Booking Confirmation, pay to the Supplier the balance of the Price for the Equipment hire, the Goods and/or the Services (as applicable) as set out in the Booking Confirmation on a

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non-refundable basis at least 14 days prior to the commencement of the Hire Period, the Delivery of the Goods or the date on which the provision of the Services commences (as applicable).

- 10.3 All prices quoted by or displayed on the Supplier's website are an indicative guide price and shall not be binding on the Supplier unless confirmed in the signed Booking Confirmation. The Supplier reserves the right to increase its indicative guide price for the hire of the Equipment, the Goods and /or the Services on an annual basis and in line with increases in the Retail Prices Index or where:
- 10.3.1 any factor beyond the control of the Supplier occurs (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 10.3.2 any request by the Customer is made to change the delivery date(s) for the Goods and/or the Equipment for hire, the quantities or types of Goods ordered, or any specification for the Equipment, Goods or Services; or
- 10.3.3 any delay caused by any instructions of the Customer in respect of the Equipment, the Goods and/or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Equipment, the Goods and/or the Services.
- 10.4 All sums payable under this agreement are exclusive of any VAT (if applicable) which shall be chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes. The Customer shall pay the VAT at the same time as payment is made for the supply of the Equipment for hire, the Goods and/or the Services.
- 10.5 All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase of the Goods and/or Services and/or the Equipment hire and the Delivery thereof under this agreement shall be the responsibility of, and for the account of, the Customer.
- 10.6 The Customer shall pay the Price without deduction, set off, counterclaim, discount, abatement or withholding whatsoever in the Currency in full in the time periods specified at clauses 10.1 and 10.2 above. Payment shall be made in cleared funds to a bank account nominated in writing by the Supplier.
- 10.7 Time for payment of the Price shall be the essence of this agreement.
- 10.8 If the Customer requests any variation to the Services, then the Supplier reserves the right to increase the Price.
- 10.9 The Supplier reserves the right at its sole discretion to terminate all Contracts or withhold all Deliveries or to suspend or terminate the provision of all Services if the Customer fails to pay a Price on the due date for payment and upon such suspension or termination, the full unpaid balance of the Price shall immediately fall due for payment.
- 10.10 Interest on late payments shall be charged by the Supplier at the rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement.
- 10.11 All invoices shall be addressed to the Customer's address as set out in the Booking Confirmation and may be sent in .pdf format by electronic mail.
- 10.12 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

## 11. WARRANTY – GOODS, EQUIPMENT FOR HIRE AND SERVICES

- 11.1 Subject to clauses 11.2 and 12 below, the Supplier warrants that on Delivery the Equipment for hire and/or the Goods will:
- 11.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- 11.1.2 be free from material defects in design, material and workmanship; and
- 11.1.3 will perform substantially in accordance with the specification and functionality as set out in the Booking Confirmation and that all Services will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 11.2 Subject to clause 11.3, the Supplier shall, at its option, repair or replace the defective Goods and/or Equipment, or refund the price of the defective Goods and/or Equipment in full if:
- 11.2.1. the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods and/or Equipment do not comply with the warranty set out in clause 11.1;
- 11.2.2. the Supplier is given a reasonable opportunity of examining such Goods and/or Equipment; and
- 11.2.3. the Customer (if asked to do so by the Supplier) returns such Goods and/or Equipment to the Supplier's place of business at the Customer's cost.
- 11.3. The Supplier shall not be liable for the Goods' and/or Equipment's failure to comply with the warranty in clause 11.1 if:
- 11.3.1 the Customer makes any further use of such Goods and/or Equipment after giving a notice in accordance with clause 11.2;
- 11.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Equipment or (if there are none) good trade practice;
- 11.3.3 the defect arises as a result of the Supplier following any drawing, design or specification in respect of the Goods and/or Equipment supplied by the Customer;
- 11.3.4 the Customer alters or repairs such Goods and/or Equipment without the written consent of the Supplier;
- 11.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 11.3.6 the Goods and/or Equipment differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 11.4. Except as provided in clauses 11.1 to 11.5, the Supplier shall have no liability to the Customer in respect of the Goods' and/or the Equipment's failure to comply with the warranty set out in clause 11.1.
- 11.5. The terms of this Agreement shall apply to any repaired or replacement Goods and/or Equipment supplied by the Supplier.

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## 12. LIMITATION OF LIABILITY

**THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS OF THIS CLAUSE 12.**

- 12.1 This Clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 12.1.1 any breach by the Supplier of the Contract;
  - 12.1.2 any use made by the Customer or its end user of the Equipment for hire, the Goods and/or the Services and/or any part of them; and
  - 12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with a Contract.
- 12.2 Nothing in this agreement shall be construed as limiting or excluding the liability of the Supplier:
- 12.2.1 for death or personal injury resulting from negligence; or
  - 12.2.2 for any damage or liability incurred by the Customer as a result of fraud (including a fraudulent misrepresentation by the Supplier); or
  - 12.2.3 for any liability incurred by the Customer as a result of any breach by the Supplier of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 12.3 Subject to clause 12.2, the Supplier shall not be liable to the Customer or to any end user whatsoever for any loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses which may be suffered by the Customer or the End user in consequence of this agreement or any Contract.
- 12.4 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be for direct costs and damages only (whether in the form of the additional cost of remedial services or otherwise) and shall be limited to a sum equivalent to the Price paid to the Supplier by the Customer for the Equipment, the Goods and/or Services that are the subject of the claim.

## 13. CUSTOMER'S FAIR DEALING WARRANTY

- 13.1 The Customer warrants to the Supplier that:
- 13.1.1 it shall not use the Equipment, the Goods and/or the Services for any improper or unlawful purpose;
  - 13.1.2 it shall comply in all material respects with all applicable laws, bye-laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom and any other jurisdiction where the Equipment, the Goods and/or the Services are to be used; and
  - 13.1.3 it has acquired and holds all necessary licences, permissions and consents required for the installation, carrying on of and use of the Equipment, the Goods and/or the Services.
- 13.2 The Customer shall procure that any end user likewise complies with the provisions of this clause 13.

## 14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Customer acknowledges and agrees that all Intellectual Property Rights in the Equipment and/or the Goods (other than Intellectual Property Rights in any materials provided by the Customer) are vested in and are the property of the Supplier or its licensor and shall remain the property of the Supplier or its licensor (as appropriate).
- 14.2 The Supplier grants to the Customer a non-exclusive, royalty-free licence during the term of the Contract to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services, the Deliverables, the Goods and/or the Equipment in its business.
- 14.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 14.2.
- 14.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services, the Equipment and/or the Goods to the Customer.
- 14.4 The Customer warrants that the receipt and use in the performance of the Contract by the Supplier, its agents, subcontractors or consultants of the materials supplied by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 14.5 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt or use in the performance of this agreement of the any materials supplied by the Customer.

## 15. CONFIDENTIALITY

- 15.1 Each Party undertakes that it shall at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party except as permitted by clause 15.2.
- 15.2. Each Party may disclose the other Party's confidential information:
- 15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its

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employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 15; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3. No Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 16. DEFAULT BY CUSTOMER

The Customer shall pay to the Supplier, on demand, all reasonable costs, charges or loss sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

## 17. TERMINATION

17.1 If the Contract is terminated all Services listed in the Booking Confirmation shall also terminate.

17.2 Without prejudice to any other rights or remedies it may have, either Party may terminate or suspend a Contract without liability to the other Party immediately on giving written notice to the other Party if:

17.2.1 the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing of the breach; or

17.2.2 the other Party fails to pay any sum due under this agreement or a under a Contract on the due date for payment; or

17.2.3 an order is made or a resolution is passed for the winding up or bankruptcy of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up or bankruptcy order of the other Party; or

17.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or the directors of the other Party or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

17.2.5 a receiver is appointed of any of the other Party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or

17.2.6 the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

17.2.7 the other Party ceases, or threatens to cease, to trade; or

17.2.8 the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

17.3. Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

17.3.1. the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment; or

17.3.2. there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001) of the other Party.

17.4 For the purposes of clause 17.2.1, a "material breach" shall include but shall not be limited to a breach by the Customer of any of clauses 7.1, 8.6, 14 and 15.

17.5 On termination of the Contract for any reason:

17.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Equipment, Goods and/or Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

17.5.2 the Customer shall, within a reasonable time, return all Equipment and/or Goods owned by the Supplier. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of such Equipment and/or Goods. Until such Equipment and/or Goods has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and

17.5.3 the following clauses shall continue in force: clause 1 (Interpretation), clause 12 (Limitation of Liability), clause 14 (Intellectual property rights), clause 15 (Confidentiality), clause 17 (Termination) and clause 24 (General).

17.5.4 the accrued rights of the Supplier shall, notwithstanding any specific provision of this agreement, survive the termination of the Contract.

## 18. FORCE MAJEURE

18.1 The Supplier shall not be in breach of a Contract or this agreement or otherwise be liable for any failure or delay in the performance of its obligations if it is prevented from, hindered or delayed in performing any of its obligations under a Contract or from carrying on its business by circumstances, acts, events, omissions or accidents beyond its reasonable control, including, without limitation, trade disputes, strikes, lock-outs or other industrial dispute(s) or action(s) (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, embargo, act(s) of God, war, riot, civil commotion or civil war, threat of or preparation for war, terrorist attack, armed conflict, imposition of sanction(s), breach of diplomatic relations, malicious damage, compliance with any law, action or governmental order, rule, regulation or direction (including without limitation, the imposition of an export or import

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- restriction), failure to grant or obtain a licence or consent, accident, epidemic or pandemic, nuclear, chemical or biological contamination or sonic boom, breakdown of plant or machinery, collapse of buildings, fire, explosion, flood, drought, earthquake, storm, inclement weather, other natural disaster(s) or default of suppliers or sub-contractors or any event set out in the RAMS ("Force Majeure Event").
- 18.2 If the Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 12 weeks, the Customer may terminate the Contract by giving 7 days' written notice to the Supplier.
- 18.3 For the avoidance of doubt, nothing in this clause 18 shall alter or prejudice the status of the payment referred to at clause 10.1, to include its non-refundable nature, or create any liability from the Supplier to the Customer in respect of any costs incurred or losses suffered by the Customer howsoever arising

## 19. COMMUNICATIONS

Any notice or communications about a Contract must be in writing and must be personally delivered or sent by first-class postage prepaid or other next Business Day delivery or sent by email to the recipient Party at its registered office or such changed address as shall be notified by one Party to the other for the purposes of this clause or in the case of email, to the email address advised by a Party to the other in writing. Any notice shall be deemed to have been given at the time of personal delivery, or in the case of email at the time of transmission, or where this falls outside the Core Hours in the place of receipt when the Core Hours resume, or in the case of pre-paid first-class post or other next Business Day delivery, at 9:00am on the second Business Day after posting or at the time recorded by the delivery service.

## 20. DATA PROTECTION

- 20.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 20.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller, and the Supplier is the processor. The Supplier shall confirm to the Customer the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 20.3 Without prejudice to the generality of clause 20.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 20.4 Without prejudice to the generality of clause 20.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
- 20.4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 20.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 20.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 20.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- a. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- b. the data subject has enforceable rights and effective legal remedies;
- c. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- d. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 20.4.5 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 20.4.6 notify the Customer without undue delay on becoming aware of a personal data breach;
- 20.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- 20.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 20 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

## 21. ASSIGNMENT

- 21.1 The Supplier may assign any benefit under this agreement or a Contract or any part of it to any person, firm or company.

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21.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## 22. CUSTOMER SERVICES

The Supplier's contact details for all customer service enquiries is:

Mar-Key Marquees Limited, Operational Centre, Throop Road, Bournemouth, Dorset, England, BH8 0DF. Tel, 01202 577111.

## 23. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

23.1 If a dispute arises out of or in connection with this agreement or the performance, validity, or enforceability of it ("Dispute") then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

23.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, a Nominated Customer and Supplier Managers shall attempt in good faith to resolve the Dispute;

23.1.2 if the director of the Customer and director of the Supplier are for any reason unable to resolve the Dispute within 10 days of service of the Dispute Notice, the Dispute shall be referred to the Managing Director of the Customer and the Managing Director of the Supplier who shall attempt in good faith to resolve it; and

23.1.3 if the Managing Director of the Customer and the Managing Director of the Supplier are for any reason unable to resolve the Dispute within 10 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 20 days after the date of the ADR notice.

23.2 No Party may commence any court proceedings under clause 24.7 in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

23.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 24.7.

## 24. GENERAL

24.1 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.

24.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

24.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

24.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

24.5 The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

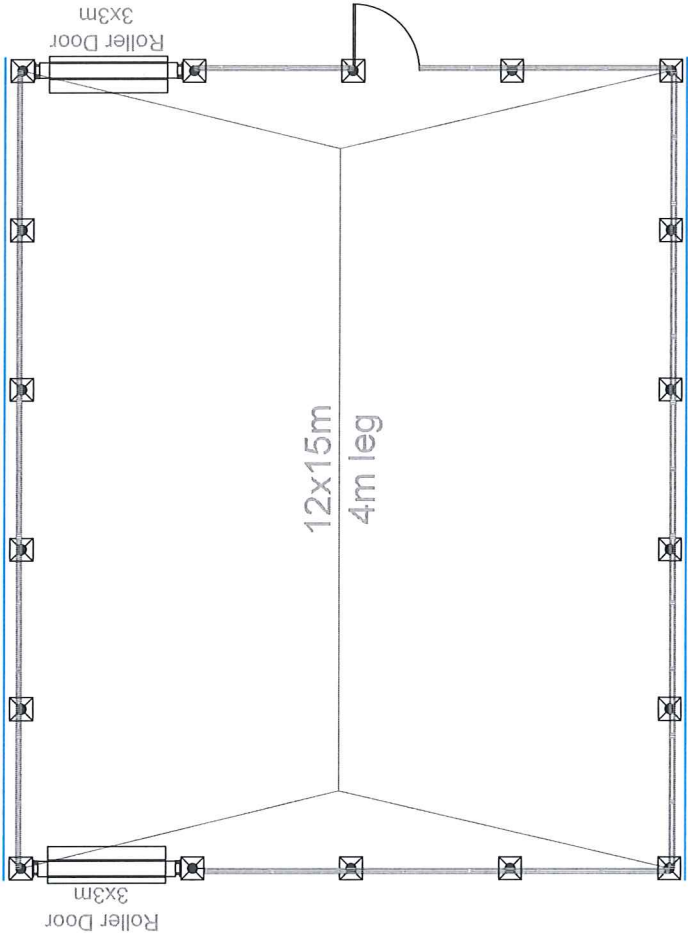
24.6 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.

This agreement is entered into by the Supplier and the Customer on the date of the Booking Confirmation.

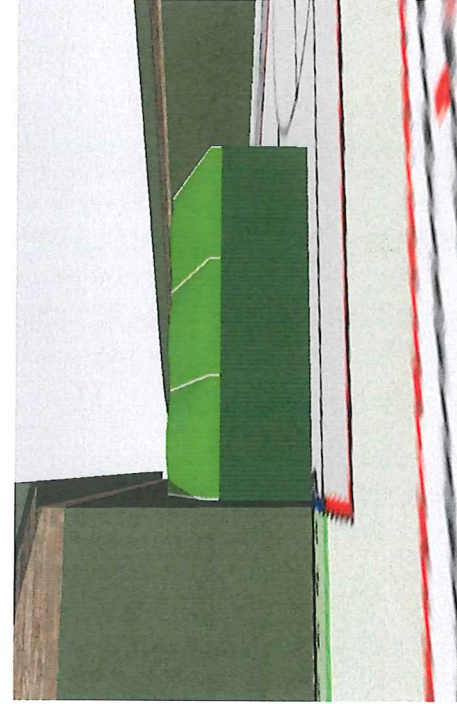
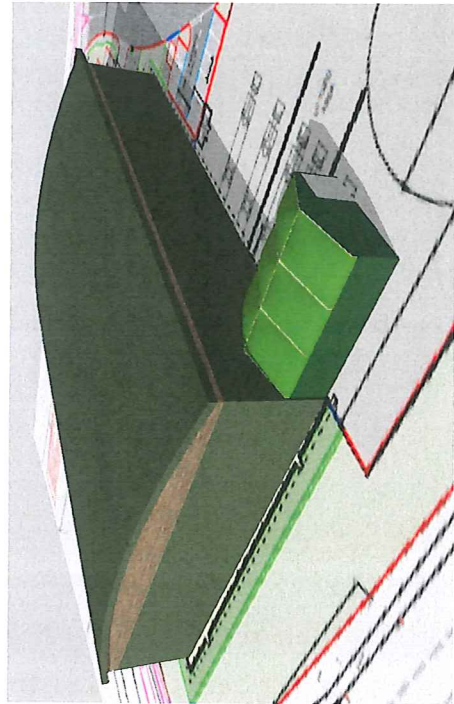
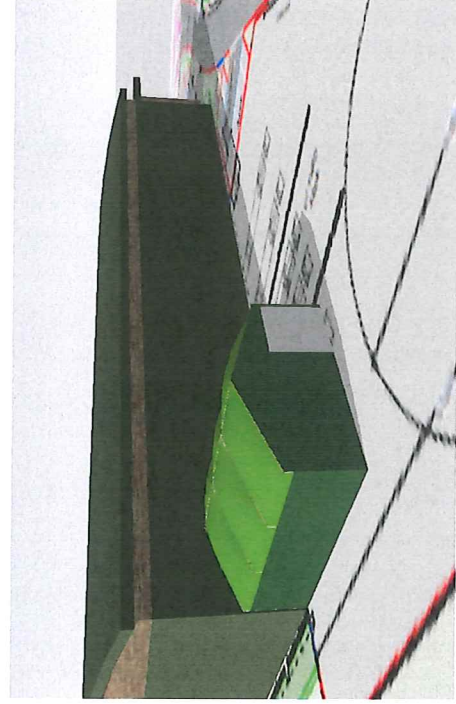
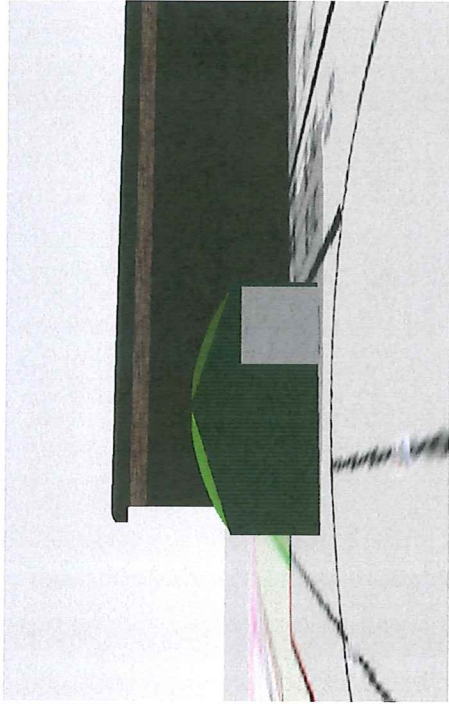
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|------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------|-----------------------|--------------------------------------|---------------------------|------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Mar-Key Group</b><br>Throop Road<br>Bournemouth<br>BH8 0DF<br><br>tel: 01202 577111<br>info@mar-key.com | <b>CLIENT</b><br><br>Shy Automotive | <b>PROJECT NAME</b><br>12x15m Structure Plan | <b>DRAWN BY</b><br>MD | <b>APPROVED BY</b><br>Charlie Watson | <b>DATE</b><br>20.11.2023 | <b>UNITS (MM/MM)</b><br>1:100 @ A3 | <b>REVISION</b><br>Rev. A. 20.11.23<br>Rev. B. xx.xx.xx<br>Rev. C. xx.xx.xx | <b>NOTES:</b><br><br>All additional notes to be acknowledged in this section. | <p>This drawing is copyright of Mar-Key Marquees Limited t/a Mar-Key Group and must not be reproduced without written consent.</p> <p>All Details and Specifications on this drawing and in relation to this specific project should be adhered to, if any deviation occur the contractor / client should inform Mar-Key Group immediately as we cannot be held responsible for errors resulting from undeclared detail, specification changes.</p> |
|------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------|-----------------------|--------------------------------------|---------------------------|------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



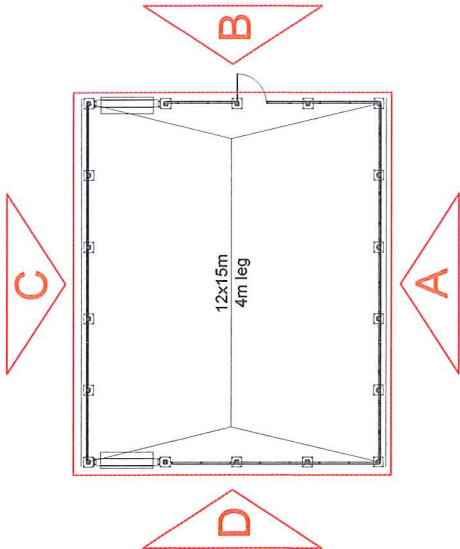
| KEY | CENTER OF LEG BASE PLATE | EXTERNAL DOUBLE DOOR | INTERNAL SINGLE DOOR | ABS PANEL | CABLE ORIENTATION | CROSS WIRES | GUTTER LINK | GLASS PANEL | UPVC GUTTERS | KINGSPAN PANEL |
|-----|--------------------------|----------------------|----------------------|-----------|-------------------|-------------|-------------|-------------|--------------|----------------|
|     |                          |                      |                      |           |                   |             |             |             |              |                |

# SHY Automotive 12m x 15m



|                                                        |                                        |                          |                             |              |                   |             |                           |
|--------------------------------------------------------|----------------------------------------|--------------------------|-----------------------------|--------------|-------------------|-------------|---------------------------|
| Mar-Key Group<br>Throop Road<br>Bournemouth<br>BH8 0DF | tel: 01202 577 111<br>info@mar-key.com | CLIENT<br>SHY Automotive | Structure<br>12m x 15m x 4m | VENUE<br>tbc | EVENT DATE<br>TBC | DRAWN BY JH | DATE<br>November 24, 2023 |
|                                                        |                                        |                          |                             |              |                   |             |                           |

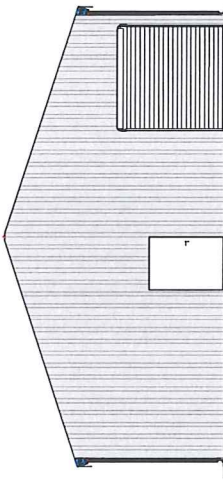
Reference Plan



Elevation A



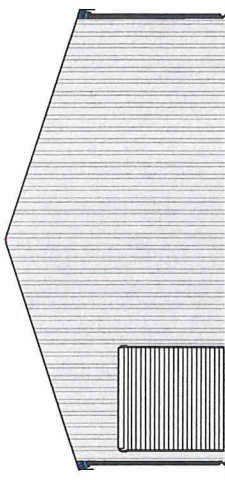
Elevation B



Elevation C



Elevation D



Mar-Key Group  
Throop Road  
Bournemouth  
BH8 0DF  
tel: 01202 577111  
info@mar-key.com

CLIENT  
Shy Automotive

PROJECT NAME  
12x15m Elevation Plan

DRAWN BY  
MD

APPROVED BY  
Charlie Watson

DATE  
20.11.2023

UNITS (MM/CM/M)  
1:150 @ A3

REVISION  
Rev A 20.11.23  
Rev B xx.xx.xx  
Rev C xx.xx.xx

NOTES:  
All additional notes to be  
acknowledged in this  
section.

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inform Mar-Key Group  
immediately as we cannot  
be held responsible for  
errors resulting from  
undeclared detail,  
specification changes.

| KEY | CENTER<br>OF LEG<br>BASE PLATE | EXTERNAL<br>DOUBLE DOOR | INTERNAL<br>SINGLE DOOR | ABS PANEL | CABLE<br>ORIENTATION | CROSS<br>WIRES | GUTTER LINK | GLASS PANEL | UPVC<br>GUTTERS | KINGS PAN<br>PANEL |
|-----|--------------------------------|-------------------------|-------------------------|-----------|----------------------|----------------|-------------|-------------|-----------------|--------------------|
|-----|--------------------------------|-------------------------|-------------------------|-----------|----------------------|----------------|-------------|-------------|-----------------|--------------------|